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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MATTHEW RICHARDS and MARS MEDIA,
LLC, a New Jersey limited liability
company,

Plaintiffs,

v.

NIK LAMAS-RICHIE, RICHIE MEDIA
CORPORATION, a Delaware
corporation, and
RELIC AGENCY, INC., a California
corporation,

Defendants.

Civil Action No.
2:22-cv-01209-CCC-JRA

**PLAINTIFFS' ANSWER AND
AFFIRMATIVE DEFENSES TO
COUNTERCLAIM**

Plaintiffs, Matthew Richards ("Richards") and Mars Media, LLC ("Mars Media," and together with Richards, "Plaintiffs"), by and through their undersigned counsel, hereby responds to the Counterclaim filed by defendants, Nik Lamas-Richie ("Richie"), Richie Media Corporation ("Richie Media"), and Relic Agency, Inc. ("Relic," and together with Richie and Richie Media, "Defendants") as follows:

1. Plaintiffs deny the allegations contained in Paragraph 1.

AS TO "THE PARTIES"

2. Upon information and belief, Plaintiffs admit the allegations contained in Paragraph 2.

3. Plaintiffs admit only that Relic is a California corporation that provided internet marketing consulting services, with a principal place of business in California. Plaintiffs are without sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 3.

4. Plaintiffs admit only that Richie Media is a Delaware corporation with a principal place of business in California, and deny the remaining allegations in Paragraph 4.

5. Plaintiffs admit the allegations in Paragraph 5.

6. Plaintiffs admit the allegations in Paragraph 6.

AS TO "JURISDICTION AND VENUE"

7. The allegations in Paragraph 7 constitute legal conclusions to which no response is required. To the extent a response is required, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

8. The allegations in Paragraph 8 constitute legal conclusions to which no response is required.

AS TO "FACTUAL ALLEGATIONS"

9. Upon information and belief, Plaintiffs admit the

allegations in Paragraph 9.

10. Plaintiffs admit the allegations in Paragraph 10.

11. Plaintiffs admit only that Richie agreed to provide internet marketing consulting services to Mars Media in or about the end of 2021, and deny the remaining allegations in Paragraph 11. By way of further response, Paragraph 11 refers to a document that speaks for itself, and any characterization of its terms are denied.

12. Plaintiffs admit only that the parties entered into an agreement dated December 8, 2021 (the "Agreement"), and deny the remaining allegations in Paragraph 12. By way of further response, the Agreement speaks for itself, and any characterization of its terms are denied.

13. Plaintiffs admit only that the parties entered into the Agreement, and deny the remaining allegations in Paragraph 13. By way of further response, the Agreement speaks for itself, and any characterization of its terms are denied.

14. Plaintiffs admit only that the parties entered into the Agreement, and deny the remaining allegations in Paragraph 14. By way of further response, the Agreement speaks for itself, and any characterization of its terms are denied.

15. Plaintiffs admit only that Defendants agreed to cease operations and not compete with Plaintiffs, and deny the remaining allegations in Paragraph 15. By way of further

response, the Agreement speaks for itself, and any characterization of its terms are denied.

16. Plaintiffs deny the allegations in Paragraph 16.

17. Plaintiffs deny the allegations in Paragraph 17.

18. Plaintiffs deny the allegations in Paragraph 18.

19. Plaintiffs admit only that Plaintiffs terminated the Agreement for cause on January 21, 2022, and deny the remaining allegations in Paragraph 19.

20. Plaintiffs deny the allegations in Paragraph 20.

21. Plaintiffs deny the allegations in Paragraph 21.

22. Plaintiffs deny the allegations in Paragraph 22.

23. Plaintiffs deny the allegations in Paragraph 23. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

AS TO "COUNT ONE"

20. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.¹

21. The allegations in the second Paragraph 21 constitute legal conclusions to which no response is required. To the extent the second Paragraph 21 contains factual allegations

¹ Defendants' Counterclaim contains two paragraphs numbered 20, 21, 22, and 23. For ease of reference, Plaintiffs maintain the format utilized in Defendants' pleading.

directed to Plaintiffs, they are denied.

22. The allegations in the second Paragraph 22 constitute legal conclusions to which no response is required. To the extent the second Paragraph 22 contains factual allegations directed to Plaintiffs, they are denied.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT TWO"

23. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

24. Plaintiffs deny the allegations in Paragraph 24.

25. Plaintiffs deny the allegations in Paragraph 25. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT THREE"

26. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

27. Plaintiffs deny the allegations in Paragraph 27.

28. Plaintiffs deny the allegations in Paragraph 28. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT FOUR"

29. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

30. Plaintiffs deny the allegations in Paragraph 30.

31. Plaintiffs deny the allegations in Paragraph 31. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together

with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT FIVE"

32. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

33. Plaintiffs deny the allegations in Paragraph 33. By way of further response, Paragraph 33 refers to the Agreement, which speaks for itself, and any characterization of its terms are denied.

34. Plaintiffs deny the allegations in Paragraph 34.

35. Plaintiffs deny the allegations in Paragraph 35.

36. Plaintiffs deny the allegations in Paragraph 36.

37. Plaintiffs deny the allegations in Paragraph 37. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT SIX"

38. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

39. Plaintiffs deny the allegations in Paragraph 39.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT SEVEN"

40. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

41. Plaintiffs deny the allegations in Paragraph 41.

42. Plaintiffs deny the allegations in Paragraph 42.

43. Plaintiffs deny the allegations in Paragraph 43.

44. Plaintiffs deny the allegations in Paragraph 44.

45. Plaintiffs deny the allegations in Paragraph 45. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief

as this Court deems just and proper.

AS TO "COUNT EIGHT"

46. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

47. Plaintiffs deny the allegations in Paragraph 47.

48. Plaintiffs deny the allegations in Paragraph 48.

49. Plaintiffs deny the allegations in Paragraph 49.

50. Plaintiffs deny the allegations in Paragraph 50. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT NINE"

51. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

52. Plaintiffs deny the allegations in Paragraph 52. By way of further response, Paragraph 52 refers to the Agreement, which speaks for itself, and any characterization of its terms are denied.

53. Plaintiffs deny the allegations in Paragraph 53.

54. Plaintiffs deny the allegations in Paragraph 54.

55. Plaintiffs deny the allegations in Paragraph 55.

56. Plaintiffs deny the allegations in Paragraph 56. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT TEN"

57. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

58. Plaintiffs deny the allegations in Paragraph 58. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AS TO "COUNT ELEVEN"

59. Plaintiffs repeat each and every response set forth in the preceding paragraphs of their Answer as if fully set forth at length herein.

60. Plaintiffs deny the allegations in Paragraph 60.

61. Plaintiffs deny the allegations in Paragraph 61. By way of further response, Plaintiffs deny that Defendants suffered any damages and deny that Defendants are entitled to any relief.

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Defendants' Counterclaim, in whole or in part, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendants' claims are without legal or factual basis, are frivolous, and violate Rule 11.

THIRD AFFIRMATIVE DEFENSE

Defendants' damages, if any, occurred as the direct and proximate result of Defendants' intentional, unlawful,

fraudulent, and/or wrongful acts.

FOURTH AFFIRMATIVE DEFENSE

Defendants have breached the Agreement with Plaintiffs, and are thus barred from recovery or equitable relief.

FIFTH AFFIRMATIVE DEFENSE

Defendants' claims are barred, in whole or in part, because they have not suffered any damages as a result of Plaintiffs' alleged acts or omissions, and/or because of Defendants' own failure to mitigate, minimize, or avoid the damages they allegedly suffered.

SIXTH AFFIRMATIVE DEFENSE

All of Plaintiffs' actions were taken in good faith, and with the reasonable belief that they were in compliance with the terms of the Agreement and all statutes and other laws.

SEVENTH AFFIRMATIVE DEFENSE

Defendants' claims, in whole or in part, are barred by reason of the parties' course of performance.

EIGHTH AFFIRMATIVE DEFENSE

Defendants' claims, in whole or in part, are barred by the express terms of the Agreement.

NINTH AFFIRMATIVE DEFENSE

Defendants' claims, in whole or in part, are barred to the

extent that any alleged damages or loss arises from Defendants' own actions, omissions, or other conduct.

TENTH AFFIRMATIVE DEFENSE

Defendants' claims, in whole or in part, are barred by reason of Defendants' material breach of the Agreement and/or failure to perform in accordance therewith.

ELEVENTH AFFIRMATIVE DEFENSE

Defendants' claims, in whole or in part, are barred by the doctrine of laches and/or unclean hands.

TWELFTH AFFIRMATIVE DEFENSE

Defendants' claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

THIRTEENTH AFFIRMATIVE DEFENSE

Defendants' claims are barred, in whole or in part, by the doctrine of accord and satisfaction.

FOURTEENTH AFFIRMATIVE DEFENSE

Defendants' claims are barred, in whole or in part, by reason of recoupment and/or setoff.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendants' claims are barred, in whole or in, pursuant to the Statute of Frauds.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendants' claims are barred, in whole or in part, pursuant to Statute of Limitations.

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendants' claims are barred, in whole or in part, because their alleged damages and injuries were caused by the acts or omissions

WHEREFORE, Plaintiffs pray that judgment be entered dismissing Defendants' Counterclaim with prejudice, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

RESERVATION OF RIGHTS

Plaintiffs reserve the right to amend their Answer to Defendants' Counterclaim and/or to assert any additional separate or affirmative defenses as additional information becomes available.

DEMAND FOR SPECIFICATION OF MONEY DAMAGES

Pursuant to Local Civil Rule 8.1, Plaintiffs demand that Defendants, within fourteen (14) days, furnish Plaintiffs with a statement of the amount of actual damages claimed by

Defendants as to Plaintiffs, with particularity, and the methodology in calculating those damages.

O'TOOLE SCRIVO, LLC

/s/ James DiGiulio

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Attorneys for Plaintiffs

Dated: August 30, 2022